

P 18000000 88945

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

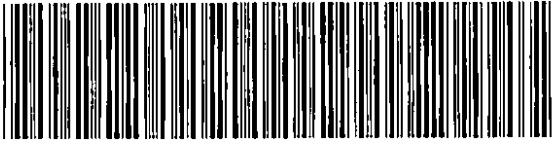
(Document Number)

Certified Copies Certificates of Status _____

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S TALLENT
JAN 08 2019

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18 DEC 28 PM 4: 37

Morgan

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19 DEC 29 AM 11: 15
ST



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 3, 2019

CT CORP.
FPG HOSPITALITY INC.
FISHER PROPERTY GROUP, INC

1/7/19

Corrected

SUBJECT: FPG HOSPITALITY INC.
Ref. Number: P18000088945

*Please allow for original
file date.*

We have received your document . However, the enclosed document has not been filed and is being returned to you for the following reason(s):

FOR THE FIFTH AND SIXTH SECTIONS, PLEASE COMPLETE ONLY ONE STATEMENT.

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Susan Tallent
Regulatory Specialist II

Letter Number: 719A00000096

RECEIVED
19 JAN -7 AM 11:22
STATE DEPARTMENT OF STATE
CORPORATIONS DIVISION

CT Corp.

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: ~~12/28/2018~~ 1/7/19

Asc#I20160000072



Name:	FPG HOSPITALITY, INC. - FISHER PROPERTY GROUP, INC
Document #:	
Order #:	11352225

Certified Copy of Arts & Amend:	<input type="checkbox"/>	
Plain Copy:	<input type="checkbox"/>	
Certificate of Good Standing:	<input type="checkbox"/>	
	<input type="checkbox"/>	
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination: _____ Number of Certs: _____

Filing: <input checked="" type="checkbox"/>	Certified: <input type="checkbox"/>
	Plain: <input type="checkbox"/>
	COGS: <input type="checkbox"/>

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ 78.75

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18 DEC 28 PM 4: 23

Thank you!

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: FPG Hospitality, Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Cynthia L. Woolheater, Paralegal
Contact Person

Eckert Seamans Cherin & Mellott, LLC
Firm/Company

600 Grant Street, 44th Floor
Address

Pittsburgh, PA 15219
City/State and Zip Code

gkosturek@eckertseamans.com ✓
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Cynthia L. Woolheater A1 (412) 566-6192
Name of Contact Person Area Code & Daytime Telephone Number

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>FPG Hospitality, Inc.</u>	<u>Florida</u>	<u>P18000088945</u>

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Fisher Property Group, Inc.</u>	<u>Delaware</u>	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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19 DEC 28 AM 11:15
TALLAHASSEE, FLORIDA
CLERK OF THE CIRCUIT COURT

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 01 / 01 / 2019 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the surviving corporation on 12/20/2018.

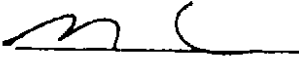
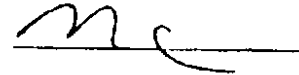
The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/20/2018.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: **SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
FPO Hospitality, Inc.		Jeffrey Fisher, Director
Fisher Property Group, Inc.		Jeffrey Fisher, Director

AGREEMENT AND PLAN OF MERGER

BETWEEN

FISHER PROPERTY GROUP, INC.

AND

FPG HOSPITALITY, INC.

This Agreement and Plan of Merger (this "Agreement"), by and between Fisher Property Group, Inc., a Delaware corporation ("Fisher"), and FPG Hospitality, Inc., a Florida corporation ("FPG"), is made as of this 20th day of December, 2018.

WITNESSETH

WHEREAS, each of Fisher and FPG desire hereby to set forth the terms and conditions upon which Fisher shall merge with and into FPG (the "Merger"), following which, FPG shall be the surviving corporation (the "Surviving Corporation"); and

WHEREAS, Section §607.1107 of the Florida Business Corporations Act (the "FBCA") authorizes the merger of a Florida corporation with one or more foreign corporations; and

WHEREAS, the Board of Directors of Fisher has (i) approved this Agreement and the consummation of the Merger and (ii) caused this Agreement to be submitted to all of the stockholders of Fisher for approval; and

WHEREAS, the Board of Directors of FPG has (i) approved this Agreement and the consummation of the Merger and (ii) caused this Agreement to be submitted to all of the stockholders of FPG for approval; and

WHEREAS, all of the stockholders of each of Fisher and FPG have approved of the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
THE MERGER

1.1 The Merger.

- 1.1.1 Following the approval of this Agreement, FPG shall cause to be filed an Articles of Merger with the Florida Department of State. The Merger will take effect on January 1, 2019 (the "Effective Time").
- 1.1.2 Pursuant to the terms of this Agreement, at the Effective Time, Fisher shall be merged with and into FPG, whereupon the separate existence of Fisher shall cease and FPG shall be the Surviving Corporation.
- 1.1.3 FPG, as the Surviving Corporation, shall continue its existence as a corporation under the laws of the State of Florida.

- 1.2 **Name of Surviving Corporation.** The name of the Surviving Corporation shall be FPG Hospitality, Inc.
- 1.3 **Certificate of Incorporation.** The Articles of Incorporation of FPG in effect immediately prior to the transaction will be the Articles of Incorporation of the Surviving Corporation unless and until duly amended as provided therein or by applicable law.

ARTICLE II
ASSETS AND LIABILITIES

- 2.1 **Transfer and Conveyance.** At the Effective Time, all of the rights, privileges and powers of Fisher and FPG, and all property, real, personal and mixed, and all debts due to each of Fisher and FPG, as well as all other things and causes of action belonging to each of Fisher and FPG, shall be vested in the Surviving Corporation and shall thereafter be the property of the Surviving Corporation.
- 2.2 **Assumption.** At the Effective Time, the Surviving Corporation shall be liable for all of the liabilities and obligations of Fisher and FPG.

ARTICLE III
TREATMENT OF SHARES

- 3.1 **Shares of Fisher.** At the Effective Time, each share of common stock, par value \$0.001 per share, of Fisher outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holders thereof, be converted into 3,000 shares of common stock, par value \$0.001 per share, of FPG (the "**FPG Common Stock**"). FPG shall not issue fractional shares with respect to the conversion. Any fractional share of FPG Common Stock that would otherwise be issued as a result of the conversion will be rounded up to the nearest whole share. Following the Effective Time, all shares of Fisher stock shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of Fisher common stock immediately prior to the Effective Time shall cease to have any rights with respect thereto.
- 3.2 **Shares of FPG.** At the Effective Time, each share of common stock, par value \$1.00 per share, of FPG outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be unaffected by the Merger and shall remain outstanding as a share of stock of FPG, as the Surviving Corporation.
- 3.3 **Further Actions.** If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of Fisher or (b) otherwise to carry out the purposes of this Agreement, the Surviving Corporation may execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

ARTICLE IV
TERMINATION AND AMENDMENT

- 4.1 **Termination.** This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time, whether before or after approval by all of the stockholders of Fisher and FPG, by mutual consent of the Boards of Directors of Fisher and FPG.
- 4.2 **Effect of Termination.** If this Agreement is terminated pursuant to Section 4.1, above, this Agreement shall become void and of no effect with no liability on the part of either party hereto.
- 4.3 **Amendment.** The parties hereto may, by mutual consent of the Board of Directors of Fisher and FPG, amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing at any time before or after adoption and approval of this Agreement by the stockholders of Fisher, but not later than the Effective Time; provided, however, that no such amendment, modification or supplement that has not been adopted and approved by all of the stockholders of Fisher shall be inconsistent with the provisions of the FBCA.

ARTICLE V
MISCELLANEOUS

- 5.1 **No Waiver.** No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 5.2 **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, written or oral, among the parties with regard to the subject matter hereof.
- 5.3 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.
- 5.4 **No Third Party Beneficiaries.** This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.
- 5.5 **Governing Law.** This Agreement shall in all respects be governed and construed in accordance with the law of the State of Florida without regard to principles of conflicts of law.
- 5.6 **Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement, and when executed shall be binding on the parties hereto. Any signature to this Agreement delivered by facsimile transmission, pdf or other electronic transmission shall be deemed to be an original signature.

- 5.7 **Severability**. In the event that one or more provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Signatures appear on the following page.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as the date first above written.

Fisher Property Group, Inc.

By: 
Name: Jeffrey Fisher
Title: Director

FPG Hospitality, Inc.

By: 
Name: Jeffrey Fisher
Title: Director